## GENERAL SERVICES ADMINISTRATION Federal Supply Service Authorized Federal Supply Schedule Pricelist

On-line access to contract ordering information, terms and conditions, up-to-date pricing, and the option to create an electronic delivery order are available through GSA *Advantage!*, a menu-driven database system. The INTERNET address for GSA *Advantage!* is GSAAdvantage.gov.

#### **MULTIPLE AWARD SCHEDULE**

### LARGE CATEGORY: INFORMATION TECHNOLOGY SUBCATEGORY: IT HARDWARE

SIN 532420L Leasing of New Electronic Equipment

NOTE: Subject to Cooperative Purchasing

FSC/PSC Code: W070

#### SIN 33411 Purchase of New Electronic Equipment

Includes desktop, laptop, tablet computers (including rugged), servers, storage equipment, hyper-converged integrated systems, supercomputers, routers, switches and other communications equipment, IT security equipment (hardware based firewalls), audio and video (AV) equipment, public address systems, monitors/displays, sensors and other Internet of Things (IOT) devices, printers and Multi-Function Device (MFD) equipment, broadcast band radio, two-way radio (LMR), microwave radio equipment, satellite communications equipment, radio transmitters/receivers (airborne), radio navigation equipment/antennas, optical/imaging systems, and associated peripherals required for operations (such as controllers, connectors, cables, drivers, adapters, etc., ancillary installation of any equipment purchased.

NOTE: Subject to Cooperative Purchasing

FSC/PSC Code: 7010

#### SIN 811212 Computer and Office Machine Repair and Maintenance

Maintenance, Repair Service, and Repair Parts/Spare Parts for Government-Owned General Purpose Commercial Information Technology Equipment, Radio/Telephone Equipment. (After Expiration of Guarantee/Warranty Provisions and/or When Required Service Is Not Covered by Guarantee/Warranty Provisions) and for Leased Equipment

NOTE: Subject to Cooperative Purchasing

FSC/PSC Code: J070

#### SUBCATEGORY: IT SERVICES

#### SIN 54151S Information Technology Professional Services

IT Professional Services and/or labor categories for database planning and design; systems analysis, integration, and design; programming, conversion and implementation support; network services, data/records management, and testing.

NOTE: Subject to Cooperative Purchasing

FSC/PSC Code: D399

## LARGE CATEGORY: MISCELLANEOUS SUBCATEGORY: COMPLIMENTARY SINS

#### SIN ANCILLARY Ancillary Supplies and Services

Ancillary supplies and/or services are support supplies and/or services which are not within the scope of any other SIN on this schedule. These supplies and/or services are necessary to compliment a contractor's offerings to provide a solution to a customer requirement. This SIN may be used for orders and blanket purchase agreements that involve work or a project that is solely associated with the supplies and/or services purchased under this schedule.

NOTE: When used in conjunction with a Cooperative Purchasing eligible SIN, this SIN is Cooperative Purchasing Eligible.

NOTE: Subject to Cooperative Purchasing

FSC/PSC Code: 0000

#### SIN OLM Order-Level Materials (OLM)

OLMs are supplies and/or services acquired in direct support of an individual task or delivery order placed against a Schedule contract or BPA. OLM pricing is not established at the Schedule contract or BPA level, but at the order level. Since OLMs are identified and acquired at the order level, the ordering contracting officer (OCO) is responsible for making a fair and reasonable price determination for all OLMs.

OLMs are procured under a special ordering procedure that simplifies the process for acquiring supplies and services necessary to support individual task or delivery orders placed against a Schedule contract or BPA. Using this new procedure, ancillary supplies and services not known at the time of the Schedule award may be included and priced at the order level.

**OLM SIN-Level Requirements/Ordering Instructions:** 

OLMs are:

Purchased under the authority of the FSS Program

Unknown until an order is placed

Defined and priced at the ordering activity level in accordance with GSAR clause 552.238-115 Special Ordering

Procedures for the Acquisition of Order-Level Materials. (Price analysis for OLMs is not conducted when awarding the FSS contract or FSS BPA; therefore, GSAR 538.270 and 538.271 do not apply to OLMs) Only authorized for use in direct support of another awarded SIN.

Only authorized for inclusion at the order level under a Time-and-Materials (T&M) or Labor-Hour (LH) Contract Line Item Number (CLIN) Subject to a Not-to-Exceed (NTE) ceiling price

OLMs are not:

"Open Market Items"

Items awarded under ancillary supplies/services or other direct cost (ODC) SINs (these items are defined, priced, and awarded at the FSS contract level)

#### **OLM Pricing:**

Prices for items provided under the Order-Level Materials SIN must be inclusive of the Industrial Funding Fee (IFF).

The value of OLMs in a task or delivery order, or the cumulative value of OLMs in orders against a FSS BPA awarded under an FSS contract, cannot exceed 33.33%.

NOTE: When used in conjunction with a Cooperative Purchasing eligible SIN, this SIN is Cooperative Purchasing Eligible.

NOTE: Subject to Cooperative Purchasing

FSC/PSC Code: 0000

For more information on ordering from Federal Supply Schedules, click on the FSS Schedule button at fss.gsa.gov

#### **Schedule Contract Number**

GS-35F-0673N

Contract Period: June 4, 2003 through June 3, 2023

Pricelist Current Through: Modification 33 effective June 13, 2018

MASS Modification A812 effective March 13, 2020

ePlus Technology, Inc. 13595 Dulles Technology Drive Herndon VA 20171 703-984-8400 (phone) 703-984-8600 (facsimile) www.eplus.com

Contractor's Point of Contact for Contract Administration
Pamela Mitten
Federal Contracts Manager
ePlus Technology, Inc.
13595 Dulles Technology Drive
Herndon VA 20171
703-984-8139 (phone)
703-984-8739 (facsimile)
pmitten@eplus.com

A Large Business

#### CUSTOMER INFORMATION

#### 1a. Table of Awarded Special Item Numbers:

Special Item Number 532420L Special Item Number 33411 Special Item Number 811212 Special Item Number 54151S Special Item Number Ancillary Special Item Number OLM

### 1b. Identification of lowest priced model number and corresponding price for each awarded Special Item Number:

Special Item Number	Part Number / Labor Category	GSA Price with IFF
33411	PEGA-SP60	\$6.90
54151S	Technical Trainer	\$102.94
Ancillary	Documentation Specialist	\$77.21

1c. Identification of Services and Hourly Rates: See Section 27, below.

#### 2. Maximum Order:

Special Item Number 532420L \$500,000 Special Item Number 33411 \$500,000 Special Item Number 811212 \$500,000 Special Item Number 54151S \$500,000 Special Item Number Ancillary \$250,000 Special Item Number OLM \$250,000

3. Minimum Order: \$100

4. Geographic Coverage: 48 Contiguous States, District of Columbia

5. Point(s) of Production: USA

#### 6. Discount from Commercial List Price or Market Rate:

The GSA Net Prices published on the GSA Advantage website and in this Schedule Pricelist reflect the fully burdened price. The negotiated discount has been applied and the Industrial Funding Fee has been added.

7. Quantity Discount: None

8. Prompt Payment Terms: Net 30 Days

Information for Ordering Offices: Prompt Payment terms cannot be negotiated out of the contractual agreement in exchange for other concessions.

9. Government Purchase Card: Accepted for all sales.

10. Foreign Item(s): None

#### 11a. Time of Delivery:

Special Item Number 532420L
Special Item Number 33411
Special Item Number 811212
Special Item Number 54151S
Special Item Number Ancillary
Special Item Number S32420L
Special Item Number S4151S

- **11b. Expedited Delivery**: Please contact the Contractor for availability and rates.
- 11c. Overnight and 2-day Delivery: Please contact the Contractor for availability and rates.

#### 11d. Urgent Requirements:

Ordering Activities can contact the Contractor's Representative for the purpose of requesting accelerated delivery.

#### 12. F.O.B. Point: Destination

#### 13a. Ordering Address:

Pamela Mitten
Federal Contracts Manager
ePlus Technology, Inc.
13595 Dulles Technology Drive
Herndon VA 20171
703-984-8139 (phone)
703-984-8739 (facsimile)
pmitten@eplus.com

#### 13b. Ordering Procedures:

For supplies and services, the ordering procedures and information on Blanket Purchase Agreements (BPA's) are found in Federal Acquisition Regulation (FAR) 8.405-3.

#### 14. Payment Address:

Pamela Mitten
Federal Contracts Manager
ePlus Technology, Inc.
13595 Dulles Technology Drive
Herndon VA 20171
703-984-8139 (phone)
703-984-8739 (facsimile)
pmitten@eplus.com

#### 15. Warranty Provision:

Special Item Number 532420L Standard Commercial Warranty
Special Item Number 33411 Standard Commercial Warranty
Special Item Number 811212 Standard Commercial Warranty
Special Item Number 54151S Completed in a good and workmanli

Special Item Number 54151S Completed in a good and workmanlike manner Special Item Number Ancillary Completed in a good and workmanlike manner

- 16. Export Packing Charges: Not Applicable
- 17. Terms and conditions of Government purchase card acceptance: Accepted for all sales.
- 18. Terms and conditions of Rental, Maintenance, and Repair:

See page 21 for additional information on repair service, repair parts

- 19. Terms and conditions of Installation: Not Applicable
- 20. Terms and conditions of Repair Parts indicating date of parts price lists and any discounts from list prices:

Not Applicable

#### 20a. Terms and conditions for any other Service:

See page 14 for additional contract terms for leasing services.

- 21. List of Service and Distribution Points: Not Applicable.
- **22. List of Participating Dealer**: Not Applicable.
- 23. Preventative Maintenance: Not Applicable.
- 24a. Special Attributes such as Environmental Attributes (E.G., Recycled Content, Energy Efficiency, and/or Reduced Pollutants):

Not Applicable.

- **24b. Section 508 Compliance Information**: Please visit <a href="www.eplus.com">www.eplus.com</a>.
- 25. Data Universal Number System (DUNS) Number: 618 510 192
- 26. Notification regarding registration in System for Award Management (SAM) database:

Contractor has an Active Registration in the SAM database.

27. Labor Category Descriptions and Hourly Rates:

#### SIN 54151S - Information Technology Professional Services

Job Title	Senior Storage Systems Engineer
Minimum General	
Experience	Ten (10) years of professional experience in a related field
	Bachelor's degree in a related field. In lieu of a degree, the Engineer shall
Minimum Education	have a total of fourteen (14) years of professional experience and an
	Industry-specific certification related to IT products and/or services.
	Plans, develops, coordinates, designs, tests, and directs technical elements
Functional Bosponsibility	of a large and complex computer based storage sub-systems (Storage Area
Functional Responsibility	Network – SAN) project or a number of smaller projects with many
	complex features.

Job Title	Storage Systems Engineer
Minimum General	
Experience	Six (6) years of professional experience in a related field
Minimum Education	Bachelor's degree in a related field. In lieu of a degree, the Engineer shall have a total of ten (10) years of professional experience and an Industry-specific certification related to IT products and/or services.
Functional Responsibility	Plans, develops, coordinates, designs, tests, and directs technical elements of a large and complex computer based storage sub-systems (Storage Area Networks – SAN) project or a number of smaller projects with many complex features.

Job Title	Senior Network Engineer
Minimum General	
Experience	Ten (10) years of professional experience in a related field
Minimum Education	Bachelor's degree in a related field. In lieu of a degree, the Engineer shall have a total of fourteen (14) years of professional experience and an Industry-specific certification related to IT products and/or services.
Functional Responsibility	Plans, develops, coordinates, designs, tests, and directs technical elements of a large and complex computer based network systems project or a number of smaller projects with many complex features.

Job Title	Network Engineer
Minimum General	
Experience	Six (6) years of professional experience in a related field
Minimum Education	Bachelor's degree in a related field. In lieu of a degree, the Engineer shall have a total of ten (10) years of professional experience and an Industry-specific certification related to IT products and/or services.
Functional Responsibility	Plans, develops, coordinates, designs, tests, and directs technical elements of a large and complex computer network based systems project or a number of smaller projects with many complex features.

Job Title	Senior Security Engineer
Minimum General	
Experience	Ten (10) years of professional experience in a related field
Minimum Education	Bachelor's degree in a related field. In lieu of a degree, the Engineer shall have a total of fourteen (14) years of professional experience and an Industry-specific certification related to IT products and/or services.
Functional Responsibility	Plans, develops, coordinates, designs, tests, and directs technical elements of a large and complex computer security systems project or a number of smaller projects with many complex features.

Job Title	Security Engineer
Minimum General	
Experience	Six (6) years of professional experience in a related field
Minimum Education	Bachelor's degree in a related field. In lieu of a degree, the Engineer shall have a total of ten (10) years of professional experience and an Industry-specific certification related to IT products and/or services.
Functional Responsibility	Plans, develops, coordinates, designs, tests, and directs technical elements of a large and complex computer security systems project or a number of smaller projects with many complex features.

Job Title	Senior Collaboration Engineer
Minimum General	
Experience	Eight (8) years of professional experience in a related field
	Bachelor's degree in a related field. In lieu of a degree, the Engineer shall
Minimum Education	have a total of ten (10) years of professional experience and an Industry-
	specific certification related to IT products and/or services.
	Plans, develops, coordinates, designs, tests, and directs technical elements
Functional Responsibility	of all collaboration services such as Conceptual Design, Connectivity,
runctional Responsibility	Colocation, Survivability, Emergency Service Integration and Unified
	Communications as a Service (UCaaS).

Job Title	Collaboration Engineer
Minimum General	
Experience	Six (6) years of professional experience in a related field
Minimum Education	Bachelor's degree in a related field. In lieu of a degree, the Engineer shall
	have a total of eight (8) years of professional experience and an Industry-
	specific certification related to IT products and/or services.
Functional Responsibility	Plans, develops, coordinates, designs, tests, and directs technical elements
	of all collaboration services such as Conceptual Design, Connectivity,
	Colocation, Survivability, Emergency Service Integration and Unified
	Communications as a Service (UCaaS).

Job Title	Senior Project Manager
Minimum General	
Experience	Ten (10) years of professional experience in a related field
	Bachelor's degree in a related field. In lieu of a degree, the Manager shall
Minimum Education	have a total of fourteen (14) years of professional experience and an
	Industry-specific certification related to IT products and/or services.
	Provides overall project direction, ensure implementation, execution, and
	completion of tasks and milestones associated with the project. Assigns
Functional Responsibility	resources, manages scheduling, communicate project goals, milestones,
	deliverables, and individual's functional responsibilities. Interface with
	and provide project compliance and progress updates.

Job Title	Project Manager
Minimum General	
Experience	Six (6) years of professional experience in a related field
Minimum Education	Bachelor's degree in a related field. In lieu of a degree, the Manager shall have a total of ten (10) years of professional experience and an Industry-specific certification related to IT products and/or services.
Functional Responsibility	Provides overall project direction, ensure implementation, execution, and completion of tasks and milestones associated with the project. Assigns resources, manages scheduling, communicate project goals, milestones, deliverables, and individual's functional responsibilities. Interface with and provide project compliance and progress updates.

Job Title	Senior Solutions Architect
Minimum General	
Experience	Ten (10) years of professional experience in a related field
Minimum Education	Bachelor's degree in a related field. In lieu of a degree, the Architect shall have a total of fourteen (14) years of professional experience and an Industry-specific certification related to IT products and/or services.
Functional Responsibility	Plans, develops, coordinates, designs, tests, and directs technical elements of a large and complex multi-vendor technology solutions project or a number of smaller projects with many complex features.

Job Title	Solutions Architect
Minimum General	
Experience	Six (6) years of professional experience in a related field
Minimum Education	Bachelor's degree in a related field. In lieu of a degree, the Architect shall have a total of ten (10) years of professional experience and an Industry-specific certification related to IT products and/or services.
Functional Responsibility	Plans, develops, coordinates, designs, tests, and directs technical elements of a large and complex multi-vendor technology solutions project or a number of smaller projects with many complex features.

Job Title	Senior Network Consultant
Minimum General	
Experience	Ten (10) years of professional experience in a related field
	Bachelor's degree in a related field. In lieu of a degree, the Consultant
Minimum Education	shall have a total of fourteen (14) years of professional experience and an
	Industry-specific certification related to IT products and/or services.
	Plans, develops, coordinates, designs, tests, and directs technical elements
Functional Responsibility	of a large and complex data center solutions project or a number of
	smaller projects with many complex features.

Job Title	Network Consultant
Minimum General	
Experience	Six (6) years of professional experience in a related field
Minimum Education	Bachelor's degree in a related field. In lieu of a degree, the Consultant shall have a total of ten (10) years of professional experience and an Industry-specific certification related to IT products and/or services.
Functional Responsibility	Plans, develops, coordinates, designs, tests, and directs technical elements of a large and complex data center solutions project or a number of smaller projects with many complex features.

Job Title	Senior Cloud Consultant
Minimum General	
Experience	Eight (8) years of professional experience in a related field
	Bachelor's degree in a related field. In lieu of a degree, the Consultant
Minimum Education	shall have a total of ten (10) years of professional experience and an
	Industry-specific certification related to IT products and/or services.
Functional Responsibility	Plans, develops, coordinates, designs, tests, and directs technical elements
	of all cloud services such as Conceptual Design, Connectivity, Colocation,
	Managed Cloud, Cloud Migration and Unified Communications as a Service
	(UCaaS).

Job Title	Cloud Consultant
Minimum General	
Experience	Six (6) years of professional experience in a related field
Minimum Education	Bachelor's degree in a related field. In lieu of a degree, the Consultant
	shall have a total of eight (8) years of professional experience and an
	Industry-specific certification related to IT products and/or services.
Functional Responsibility	Plans, develops, coordinates, designs, tests, and directs technical elements
	of all cloud services such as Conceptual Design, Connectivity, Colocation,
	Managed Cloud, Cloud Migration and Unified Communications as a Service
	(UCaaS).

Job Title	Senior Cloud Security Engineer
Minimum General	
Experience	Eight (8) years of professional experience in a related field
Minimum Education	Bachelor's degree in a related field. In lieu of a degree, the Engineer shall have a total of ten (10) years of professional experience and an Industry-specific certification related to IT products and/or services.
Functional Responsibility	Plans, develops, coordinates, designs, and directs technical elements of all cloud related security task. Prepares and reviews cloud security architecture, requirements, documentation and risk mitigation strategies. Implements cloud security policies and procedures.

Job Title	Cloud Security Engineer
Minimum General	
Experience	Six (6) years of professional experience in a related field
Minimum Education	Bachelor's degree in a related field. In lieu of a degree, the Engineer shall have a total of eight (8) years of professional experience and an Industry-specific certification related to IT products and/or services.
Functional Responsibility	Plans, develops, coordinates, designs, and directs technical elements of all cloud related security task. Prepares and reviews cloud security architecture, requirements, documentation and risk mitigation strategies. Implements cloud security policies and procedures.

Job Title	Senior Technical Trainer
Minimum General	
Experience	Seven (7) years of professional experience in a related field
Minimum Education	Bachelor's degree in a related field. In lieu of a degree, the Trainer shall have a total of eleven (11) years of professional experience and an Industry-specific certification related to IT products and/or services.
Functional Responsibility	Develops lesson plans, curricula, training methodologies, course schedules, and evaluation tools. Conducts large and small group training classes for end users. Conducts evaluations and develops training reports.

Job Title	Technical Trainer
Minimum General	
Experience	Four (4) years of professional experience in a related field
Minimum Education	Bachelor's degree in a related field. In lieu of a degree, the Trainer shall have a total of eight (8) years of professional experience and an Industry-specific certification related to IT products and/or services.
Functional Responsibility	Develops lesson plans, curricula, training methodologies, course schedules, and evaluation tools. Conducts large and small group training classes for end users. Conducts evaluations and develops training reports.

Job Title	Senior Software Engineer
Minimum General	
Experience	Seven (7) years of professional experience in a related field
Minimum Education	Bachelor's degree in a related field. In lieu of a degree, the Engineer shall have a total of eleven (11) years of professional experience and an Industry-specific certification related to IT products and/or services.
Functional Responsibility	Analyzes and interprets software requirements, designs software tools and subsystems, manages implementation, software development, integration, test plans, roll-out schedules and support.

Job Title	Software Engineer
Minimum General	
Experience	Four (4) years of professional experience in a related field
Minimum Education	Bachelor's degree in a related field. In lieu of a degree, the Engineer shall have a total of eight (8) years of professional experience and an Industry-specific certification related to IT products and/or services.
Functional Responsibility	Analyzes and interprets software requirements, designs software tools and subsystems, manages implementation, software development, integration, test plans, roll-out schedules and support.

Job Title	Associate Software Engineer
Minimum General	
Experience	Two (2) years of professional experience in a related field
Minimum Education	Bachelor's degree in a related field. In lieu of a degree, the Engineer shall have a total of four (4) years of professional experience and an Industry-specific certification related to IT products and/or services.
Functional Responsibility	Analyzes and interprets software requirements, designs software tools and subsystems, manages implementation, software development, integration, test plans, roll-out schedules and support.

Job Title	Senior Application Developer		
Minimum General			
Experience	Seven (7) years of professional experience in a related field		
	Bachelor's degree in a related field. In lieu of a degree, the Developer shall		
Minimum Education	have a total of eleven (11) years of professional experience and an		
	Industry-specific certification related to IT products and/or services.		
	Design, code, test, debug and document software in a variety of		
Francisco Decembrishi	programming languages. Work with customers to understand business		
Functional Responsibility	processes and develop applications that support those processes. Create		
	strategies for developing IT systems and applications.		

Job Title	Application Developer	
Minimum General		
Experience	Four (4) years of professional experience in a related field	
Minimum Education	Bachelor's degree in a related field. In lieu of a degree, the Developer shall have a total of eight (8) years of professional experience and an Industry-specific certification related to IT products and/or services.	
Functional Responsibility	Design, code, test, debug and document software in a variety of programming languages. Work with customers to understand business processes and develop applications that support those processes. Create strategies for developing IT systems and applications.	

Job Title	Senior Systems Engineer
Minimum General	
Experience	Seven (7) years of professional experience in a related field
Minimum Education	Bachelor's degree in a related field. In lieu of a degree, the Engineer shall have a total of eleven (11) years of professional experience and an Industry-specific certification related to IT products and/or services.
Functional Responsibility	Plans, develops, coordinates, designs, tests, and directs technical elements of a large and complex multi-vendor data center deployments or a number of smaller projects with many complex features.

Job Title	Systems Engineer	
Minimum General		
Experience	Four (4) years of professional experience in a related field	
Minimum Education	Bachelor's degree in a related field. In lieu of a degree, the Engineer shall have a total of eight (8) years of professional experience and an Industry-specific certification related to IT products and/or services.	
Functional Responsibility	Plans, develops, coordinates, designs, tests, and directs technical elements of a large and complex multi-vendor data center deployments or a number of smaller projects with many complex features.	

	June 4, 2018 thru June 3, 2019	June 4, 2019 thru June 3, 2020	June 4, 2020 thru June 3, 2021	June 4, 2021 thru June 3, 2022	June 4, 2022 thru June 3, 2023
Job Title	Hourly Rate	Hourly Rate	Hourly Rate	Hourly Rate	<b>Hourly Rate</b>
Senior Storage System Engineer	\$202.02	\$205.88	\$209.81	\$213.82	\$217.90
Storage System Engineer	\$151.69	\$154.59	\$157.54	\$160.55	\$163.62
Senior Network Engineer	\$251.89	\$256.70	\$261.60	\$266.60	\$271.69
Network Engineer	\$126.26	\$128.67	\$131.13	\$133.63	\$136.19
Senior Security Engineer	\$202.02	\$205.88	\$209.81	\$213.82	\$217.90
Security Engineer	\$126.26	\$128.67	\$131.13	\$133.63	\$136.19
Senior Collaboration Engineer	\$251.89	\$256.70	\$261.60	\$266.60	\$271.69
Collaboration Engineer	\$202.02	\$205.88	\$209.81	\$213.82	\$217.90
Senior Project Manager	\$151.69	\$154.59	\$157.54	\$160.55	\$163.62
Project Manager	\$126.26	\$128.67	\$131.13	\$133.63	\$136.19
Senior Solutions Architect	\$251.89	\$256.70	\$261.60	\$266.60	\$271.69
Solutions Architect	\$202.02	\$205.88	\$209.81	\$213.82	\$217.90
Senior Network Consultant	\$251.89	\$256.70	\$261.60	\$266.60	\$271.69
Network Consultant	\$202.02	\$205.88	\$209.81	\$213.82	\$217.90
Senior Cloud Consultant	\$251.89	\$256.70	\$261.60	\$266.60	\$271.69
Cloud Consultant	\$202.02	\$205.88	\$209.81	\$213.82	\$217.90
Senior Cloud Security Engineer	\$251.89	\$256.70	\$261.60	\$266.60	\$271.69
Cloud Security Engineer	\$202.02	\$205.88	\$209.81	\$213.82	\$217.90
Senior Technical Trainer	\$126.26	\$128.67	\$131.13	\$133.63	\$136.19
Technical Trainer	\$101.01	\$102.94	\$104.91	\$106.91	\$108.95
Senior Software Engineer	\$202.02	\$205.88	\$209.81	\$213.82	\$217.90
Software Engineer	\$151.69	\$154.59	\$157.54	\$160.55	\$163.62
Associate Software Engineer	\$126.26	\$128.67	\$131.13	\$133.63	\$136.19
Senior Application Developer	\$202.02	\$205.88	\$209.81	\$213.82	\$217.90
Application Developer	\$151.69	\$154.59	\$157.54	\$160.55	\$163.62
Senior Systems Engineer	\$202.02	\$205.88	\$209.81	\$213.82	\$217.90
Systems Engineer	\$151.69	\$154.59	\$157.54	\$160.55	\$163.62

## **Special Item Number Ancillary Ancillary Supplies and Services**

Job Title	**Document Specialist
Minimum General Experience	Two (2) years of experience in documentation development supporting state-of- the-art Information Technology, Business Processes, Technology Applications, and Complex Computer Based Systems projects. Requires knowledge of commercial, military, or ANSI documentation standards and a demonstrated ability to compose, edit, and modify technical and programmatic documents.
Minimum Education	Associate's degree or completion of a course of study in a field related to technical writing/editing. A minimum of four (4) years of related experience is required in lieu of the education requirement.
Functional Responsibility	Generates and modifies technical reports, specifications, manuals, proposals, brochures, guides, and other documentation in support of state-of-the-art Information System, Business Processes, Technology Applications, and Complex Computer Based Systems.

Job Title	**Project Lead Coordinator	
Minimum General		
Experience	Two (2) years of professional experience in a related field	
Minimum Education	No Bachelor's degree required.	
Functional Responsibility	Provides overall project direction, ensure implementation, execution, and completion of tasks and milestones associated with the project. Assigns resources, manages scheduling, communicate project goals, milestones, deliverables, and individual's functional responsibilities. Interface with and provide project compliance and progress updates.	

	June 4, 2018 thru June 3, 2019	June 4, 2019 thru June 3, 2020	June 4, 2020 thru June 3, 2021	June 4, 2021 thru June 3, 2022	June 4, 2022 thru June 3, 2023
Job Title	Hourly Rate				
**Document Specialist	\$75.76	\$77.21	\$78.68	\$80.18	\$81.72
**Project Lead Coordinator	\$75.76	\$77.21	\$78.68	\$80.18	\$81.72

#### **Service Contract Act Matrix**

SCA Eligible Labor Category/Service**	SCA Equivalent Code & Title	Applicable Wage Determination
**Project Lead Coordinator	01020 – Administrative Assistant	2015-4281 Rev. 9, 01/10/18
**Document	01113 – General Clerk III	2015-4281 Rev. 9, 01/10/18

<sup>\*\*</sup>Service Contract Act: The Service Contract Act (SCA) is applicable to this contract and it includes SCA applicable labor categories. The prices for the cited SCA labor categories are based on the U.S. Department of Labor WD Number(s) identified in the SCA Matrix. The prices offered are based on the preponderance of where work is performed and should the Contractor perform in the area with lower SCA rates, resulting in lower wages being paid, the task order prices will be discounted accordingly.

# INFORMATION TECHNOLOGY CATEGORY IT HARDWARE SUBCATEGORY SPECIAL ITEM NUMBER 532420L LEASING OF NEW ELECTRONIC EQUIPMENT

#### Lease Terms and Conditions - Option 1

Option 1 Lease Terms and Conditions does not contain a cancellation clause and all leases automatically expire on September 30th or sooner.

52.207-5	Option to Purchase Equipment	Feb 1995
52.227-14	Rights in Data-General	May 2014

#### (1) STATEMENT

- (a) It is understood by all parties to this contract that orders issued under this SIN shall constitute a lease arrangement. Unless the ordering activity intends to obligate other than annual appropriations to fund the lease, the base period of the lease is from the date of the product acceptance through September 30 of the fiscal year in which the order is placed.
- (b) Agencies are advised to follow the guidance provided in Federal Acquisition Regulation (FAR) Subpart 7.4 Product Lease or Purchase and OMB Circular A-11. Agencies are responsible for the obligation of funding consistent with all applicable legal principles when entering into any lease arrangement.

#### (2) FUNDING AND PERIODS OF LEASING ARRANGEMENTS

- (a) Annual Funding. When annually appropriated funds are cited on an order for leasing, the following applies:
  - (i) The base period of an order for any lease executed by the ordering activity shall be for the duration of the fiscal year. All ordering activity renewal options under the lease shall be specified in the delivery order. All orders for leasing shall remain in effect through September 30 of the fiscal year or the planned expiration date of the lease, whichever is earlier, unless the ordering activity exercises its rights hereunder to acquire title to the product prior to the planned expiration date or unless the ordering activity exercises its right to terminate under GSAR 552.212-4. Orders under the lease shall not be deemed to obligate succeeding fiscal year's funds or to otherwise commit the ordering activity to a renewal.
  - (ii) All orders for leasing shall automatically terminate on September 30, unless the ordering activity notifies the Contractor in writing thirty (30) calendar days prior to the expiration of such orders of the ordering activity's intent to renew. Such notice to renew shall not bind the ordering activity. The ordering activity has the option to renew each year at the original rate in effect at the time the order is placed. This rate applies for the duration of the order. If the ordering activity exercises its option

to renew, the renewal order shall be issued within 15 days after funds become available for obligation by the ordering activity, or as specified in the initial order. No termination fees shall apply if the ordering activity does not exercise an option.

(b) Crossing Fiscal Years Within Contract Period. Where an ordering activity has specific authority to cross fiscal years with annual appropriations, the ordering activity may place an order under this option to lease product for a period up to the expiration of its period of appropriation availability, or twelve months, whichever occurs later, notwithstanding the intervening fiscal years.

#### (3) DISCONTINUANCE AND TERMINATION

with FAR 32.803.

Notwithstanding any other provision relating to this SIN, the ordering activity may terminate products leased under this agreement, at any time during a fiscal year in accordance with the termination provisions contained in GSAR 552.212-4(I) Termination for the ordering activity's convenience, or (m) Termination for cause. Additionally, no termination for cost or fees shall be charged for non-renewal of an option.

- (4) The following terms and conditions may be included.
  - (a) ASSIGNMENT OF CLAIMS GSAR 552.232-23, Assignment of Claims, is incorporated herein by reference as part of these lease provisions. The ordering activity's contracting officer will acknowledge the assignment of claim for a lease in accordance with FAR 32.8. The extent of the assignee's protection is in accordance with FAR 32.804. Any setoff provision must be in accordance
  - (b) PEACEFUL POSSESSION AND UNRESTRICTED USE
    In recognition of the types of products available for lease and the potential adverse impact to the ordering activity's mission, the ordering activity's quiet and peaceful possession and unrestricted use of the product shall not be disturbed in the event the product is sold by the Contractor, or in the event of bankruptcy of the Contractor, corporate dissolution of the Contractor, or other event. The product shall remain in the possession of the ordering activity until the expiration of the lease. Any assignment, sale, bankruptcy, or other transfer of the leased product by the Contractor will not relieve the Contractor of its obligations to the ordering activity, and will not change the ordering activity's duties or increase the

#### (c) COMMENCEMENT OF LEASE

The date on which the ordering activity accepts the products is the Commencement Date of the lease. Acceptance is as defined elsewhere in the contract, or as further specified in the order.

#### (d) INSTALLATION AND MAINTENANCE

burdens or risks imposed on the ordering activity.

(i) Installation and Maintenance, when applicable, normally are not included in the charge for leasing. The Contractor may require the ordering activity to obtain installation and maintenance services from a qualified source. The ordering activity may obtain installation and/or maintenance on the open market, from the Contractor's schedule contract, or from other sources. The ordering activity may also perform installation and/or maintenance in house, if qualified resources exist. In any event, it is the responsibility of the ordering activity to ensure that maintenance is in effect for the Lease term for all products leased.

(ii) When installation and/or maintenance are ordered under this schedule to be performed by the Contractor, the payments, terms and conditions as stated in this contract apply. The rates and terms and conditions in effect at the time the order is issued shall apply during any subsequent renewal period of the lease. The maintenance rates and terms and conditions may be added to the lease payments with mutual agreement of the parties.

#### (e) MONTHLY PAYMENTS:

- (i) Prior to the placement of an order under this Special Item Number, the ordering activity and the Contractor must agree on a "base value" for the products to be leased. For Lease to Ownership (Capital Lease) the base value will be the contract purchase price (less any discounts). For Lease with Option to Own (Operating Lease), the base value will be the contract purchase price (less any discounts), less a mutually agreed upon residual value (pre-stated purchase option price at the conclusion of the lease) for the products. The residual value will be used in the calculation of the original lease payment, lease extension payments, and the purchase option price.
- (ii) To determine the initial lease term payment, the Contractor agrees to apply the negotiated lease factor to the agreed upon base value: 800 Basis Points
  - For Example: Lease factor one (1) percent over the rate for the three year (or other term) Treasury Bill (T-bill) at the most current U. S. Treasury auction.
  - The lease payment may be calculated by using a programmed business calculator or by using "rate" functions provided in commercial computer spreadsheets.
- (iii) For any lease extension, the extension lease payment will be based on the original residual value, in lieu of the purchase price. The ordering activity and the Contractor shall agree on a new residual value based on the estimated fair market price at the end of the extension. The formula to determine the lease payment will be that in 5.b. Above.
- (iv) The purchase option price will be the fair market value of the product or payment will be based upon the unamortized principle, as shown on the payment schedule as of the last payment prior to the date of transfer of ownership, whichever is less.
- (v) The point in time when monthly rates are established is subject to negotiation and evaluation at the order level.
- (vi) In the event the ordering activity desires, at any time, to acquire title to product leased hereunder, the ordering activity may make a one-time lump sum payment.

#### (f) LEASE END/DISCONTINUANCE OPTIONS

- (i) Upon the expiration of the Lease Term, Termination for Convenience, or Termination for Non- Appropriation, the ordering activity will return the Product to the Contractor unless the ordering activity by 30 days written notice elects either:
  - (1) to purchase the product for the residual value of the product, or
  - (2) to extend the term of the Lease, as mutually agreed. To compute the lease payment, the residual value from the preceding lease shall be the initial value of the leased product. A new residual value shall be negotiated for the extended lease and new lease payments shall be computed.
- (ii) Relocation The ordering activity may relocate products to another location within the ordering activity with prior written notice. No other transfer, including sublease, is permitted. Ordering activity shall not assign, transfer or otherwise dispose of any products, or any interest therein, or crate or suffer any levy, lien or encumbrance then except those created for the benefit of Contractor or its assigns.

#### (iii) Returns

- (1) Within fourteen (14) days after the date of expiration, non-renewal or termination of a lease, the ordering activity shall, at its own risk and expense, have the products packed for shipment in accordance with manufacturer's specifications and return the products to Contractor at the location specified by Contractor in the continental US, in the same condition as when delivered, ordinary wear and tear excepted. Any expenses necessary to return the products to good working order shall be at ordering activity's expense.
- (2) The Contractor shall conduct a timely inspection of the returned products and within 45 days of the return, assert a claim if the condition of the product exceeds normal wear and tear.
- (3) Product will be returned in accordance with the terms of the contract and in accordance with Contractor instruction.
- (4) With respect to software, the ordering activity shall state in writing to the Contractor that it has:
  - (i) deleted or disabled all files and copies of the software from the equipment on which it was installed;
  - (ii) returned all software documentation, training manuals, and physical media on which the software was delivered; and
  - (iii) has no ability to use the returned software.

#### (g) UPGRADES AND ADDITIONS

- (1) The ordering activity may affix or install any accessory, addition, upgrade, product or device on the product ("additions") provided that such additions:
  - (i) can be removed without causing material damage to the product;
  - (ii) do not reduce the value of the product; and
  - (iii) are obtained from or approved by the Contractor, and are not subject to the interest of any third party other than the Contractor.
- (2) Any other additions may not be installed without the Contractor's prior written consent. At the end of the lease term, the ordering activity shall remove any additions which:
  - (i) were not leased from the Contractor, and
  - (ii) are readily removable without causing material damage or impairment of the intended function, use, or value of the product, and restore the product to its original configuration.
- (3) Any additions that are not so removable will become the Contractor's property (lien free).
- (4) Leases of additions and upgrades must be co-terminus with that of the product.

#### (h) RISK OF LOSS OR DAMAGE

The ordering activity is relieved from all risk of loss or damage to the product during periods of transportation, installation, and during the entire time the product is in possession of the ordering activity, except when loss or damage is due to the fault or negligence of the ordering activity. The ordering activity shall assume risk of loss or damage to the product during relocation, (i.e., moving the product from one ordering activity location to another ordering activity location), unless the Contractor shall undertake such relocation.

#### (i) TITLE

During the lease term, product shall always remain the property of the Contractor. The ordering activity shall have no property right or interest in the product except as provided in this leasing agreement and shall hold the product subject and subordinate to the rights of the Contractor. Software and software licenses shall be deemed personal property. The ordering activity shall have no right or interest in the software and related documentation except as provided in the license and the lease. Upon the Commencement Date of the Lease Term, the ordering activity shall have an encumbered license to use the software for the Lease Term. The ordering activity's encumbered license rights in the software will be subject to the same rights as provided to a purchaser of a license under the terms of this contract except that the ordering activity will not have an unencumbered, paid-up license until it has made all lease payments for the full Lease Term in the case of a Lease To Ownership or has otherwise paid the applicable purchase option price.

#### (j) TAXES

The lease payments, purchase option prices, and interest rates identified herein exclude all state and local taxes levied on or measured by the contract or sales price of the product furnished hereunder. The ordering activity will be invoiced for any such taxes as Contractor receives such tax

notices or assessments from the applicable local taxing authority. Pursuant to the provisions of FAR 52.229-1 State and Local Taxes, the ordering activity agrees to pay tax or provide evidence necessary to support an exemption from the tax.

#### (k) ADDITIONAL LEASE TERMS

Offeror may propose additional lease terms and conditions for billings, payments, and/or invoices, as long as they are consistent with the terms and conditions specified elsewhere.

#### Lease Terms and Conditions - Option 2

Option 2 Lease Terms and Conditions contains a cancellation clause, in which the fee must be in accordance with applicable legal principles.

To the extent an Offeror wishes to propose alternative lease terms and conditions that provide for lower discounts/prices based on the ordering activity's stated intent to fulfill the projected term of a lease including option years, while at the same time including separate charges for early end of the lease, the following terms apply. These terms address the timing and extent of the ordering activity's financial obligation including any potential charges for early end of the lease.

52.207-5	Option to Purchase Equipment	Feb 1995
52.227-14	Rights in Data-General	May 2014

#### (1) LEASING PRICE LIST NOTICE

(a) Contractors must include the following notice in their contract price list for SIN 532420L:

"The ordering activity is responsible for the obligation of funds consistent with applicable law. Agencies are advised to review the lease terms and conditions contained in this price list prior to ordering and obligating funding for a lease."

#### (2) STATEMENT OF ORDERING ACTIVITY INTENT

- (a) The ordering activity and the Contractor understand that a delivery order issued pursuant to this SIN is a lease arrangement and contemplates the use of the product for the term of the lease specified in such delivery order (the "Lease Term"). In that regard, the ordering Activity, as lessee, understands that the lease provisions contained herein and the rate established for the delivery order are premised on the ordering Activity's intent to fulfill that agreement, including acquiring products for the period of time specified in the order. Each lease hereunder shall be initiated by a delivery order which shall, either through a statement of work or other attachment, specify the product being leased, and the required terms of the transaction.
- (b) Each ordering activity placing a delivery order under the terms of this option intends to exercise each renewal option and to extend the lease until completion of the Lease Term so long as the need of the ordering activity for the product or functionally similar product continues to exist and funds are appropriated. Contractor may request information from the ordering activity concerning the essential use of the products.

#### (3) LEASE TERM

- (a) The date on which the ordering activity accepts the products is the Commencement Date of the lease. For acceptance to occur, the products must operate in accordance with the product's published specifications and statement of work. Acceptance shall be in accordance with the terms of the contract or as otherwise negotiated by the ordering activity and the Contractor.
- (b) Any lease is executed by the ordering activity on the basis that the known requirement for such product exceeds the initial base period of the delivery order, which is typically 12 months, or for the remainder of the fiscal year. Pursuant to FAR and/or DFAR 232.703-3(b), delivery orders with options to renew that are funded by annual (fiscal year) appropriations may provide for initial base periods and option periods that cross fiscal years as long as the initial base period or each option period does not exceed a 12 month period. This cross fiscal year authority does not apply to multi-year leases.
- (c) The total Lease Term will be specified in each delivery order, including any relevant renewal options of the ordering activity. All delivery orders, whether for the initial base period or renewal period, shall remain in effect through September 30 of the fiscal year (unless extended by statute), through any earlier expiration date specified in the delivery order, or until the ordering activity exercises its rights hereunder to acquire title to the product prior to such expiration date. The ordering activity, at its discretion, may exercise each option to extend the term of the lease through the lease term. Renewal delivery orders shall not be issued for less than all of the product and/or software set forth in the original delivery order. Delivery orders under this SIN shall not be deemed to obligate succeeding fiscal year funds. The ordering activity shall provide the Contractor with written notice of exercise of each renewal option as soon as practicable. Notice requirements may be negotiated on an order-by-order basis.
- (d) Where an ordering activity's specific appropriation or procurement authority provides for contracting beyond the fiscal year period, the ordering activity may place a delivery order for a period up to the expiration of the Lease Term, or to the expiration of the period of availability of the multi-year appropriation, or whatever is appropriate under the applicable circumstances.

#### (4) LEASE TERMINATION

- (a) The ordering activity must elect the Lease Term of the relevant delivery order. The Contractor (and assignee, if any) will rely on the ordering activity's representation of its intent to fulfill the full Lease Term to determine the monthly lease payments calculated herein.
  - (i) The ordering activity may terminate or not renew leases under this option at no cost, pursuant to a Termination for Non-Appropriation as defined herein (see paragraph (c) below). In any other event, the ordering activity's contracting officer may either terminate the relevant delivery order for cause or Termination for Convenience in accordance with GSAR 552.212-4 paragraphs (I) and (m).

- (ii) The Termination for Convenience at the end of a fiscal year allows for separate charges for the early end of the lease (see paragraph (d) below). In the event of termination for the convenience of the ordering activity, the ordering activity may be liable only up to the amount beyond the order's Termination Ceiling. Any termination charges calculated under the Termination for Convenience clause must be determined or identified in the delivery order or in the lease agreement.
- (b) Termination for Convenience of the Ordering Activity: Leases entered into under this option may not be terminated except by the ordering activity's contracting office responsible for the delivery order in accordance with GSAR 552.212-4, Contract Terms and Conditions Commercial Items, paragraph (I) Termination for Convenience of the ordering activity. The costs charged to the ordering activity as the result of any Termination for Convenience of the ordering activity must be reasonable and may not exceed the sum of the fiscal year's payment obligations less payments made to date of termination plus the Termination Ceiling.
- (c) Termination for Non-Appropriation: The ordering activity reasonably believes that the bona fide need will exist for the entire Lease Term and corresponding funds in an amount sufficient to make all payments for the lease Term will be available to the ordering activity. Therefore, it is unlikely that leases entered into under this option will terminate prior to the full Lease Term. Nevertheless, the ordering activity's contracting officer may terminate or not renew leases at the end of any initial base period or option period under this paragraph if (a) it no longer has a bona fide need for the product or functionally similar product; or (b) there is a continuing need, but adequate funds have not been made available to the ordering activity in an amount sufficient to continue to make the lease payments. If this occurs, the ordering activity will promptly notify the Contractor, and the product lease will be terminated at the end of the last fiscal year for which funds were appropriated. Substantiation to support a termination for non-appropriation shall be provided to the Contractor upon request.
- (d) Termination Charges: At the initiation of the lease, termination ceilings will be established for each year of the lease term. The termination ceiling is a limit on the amount that a Contractor may be paid by the ordering activity on the Termination for Convenience of a lease. No claim will be accepted for future costs: supplies, maintenance, usage charges or interest expense beyond the date of termination. In accordance with the bona fide needs rule, all termination charges must reasonably represent the value the ordering activity received for the work performed based upon the shorter lease term. No Termination for Convenience costs will be associated with the expiration of the lease term.
- (e) At the order level, the ordering activity may, consistent with legal principles, negotiate lower monthly payments or rates based upon appropriate changes to the termination conditions in this section.
- (5) The following terms and conditions may be included:
  - (a) ASSIGNMENT OF CLAIMS GSAR 552.232-23, Assignment of Claims, is incorporated herein by reference as part of these lease provisions. The ordering activity's contracting officer will acknowledge the

assignment of claim for a lease in accordance with FAR 32.8. The extent of the assignee's protection is in accordance with FAR 32.804. Any setoff provision must be in accordance with FAR 32.803.

#### (b) PEACEFUL POSSESSION AND UNRESTRICTED USE

In recognition of the types of products available for lease and the potential adverse impact to the ordering activity's mission, the ordering activity's quiet and peaceful possession and unrestricted use of the product shall not be disturbed in the event the product is sold by the Contractor, or in the event of bankruptcy of the Contractor, corporate dissolution of the Contractor, or other event. The product shall remain in the possession of the ordering activity until the expiration of the lease. Any assignment, sale, bankruptcy, or other transfer of the leased product by the Contractor will not relieve the Contractor of its obligations to the ordering activity, and will not change the ordering activity's duties or increase the burdens or risks imposed on the ordering activity.

#### (c) COMMENCEMENT OF LEASE

The date on which the ordering activity accepts the products is the Commencement Date of the lease. Acceptance is as defined elsewhere in the contract, or as further specified in the order.

#### (d) INSTALLATION AND MAINTENANCE

- (i) Installation and Maintenance, when applicable, normally are not included in the charge for leasing. The Contractor may require the ordering activity to obtain installation and maintenance services from a qualified source. The ordering activity may obtain installation and/or maintenance on the open market, from the Contractor's schedule contract, or from other sources. The ordering activity may also perform installation and/or maintenance in house, if qualified resources exist. In any event, it is the responsibility of the ordering activity to ensure that maintenance is in effect for the Lease term for all products leased.
- (ii) When installation and/or maintenance are ordered under this schedule to be performed by the Contractor, the payments, terms and conditions as stated in this contract apply. The rates and terms and conditions in effect at the time the order is issued shall apply during any subsequent renewal period of the lease. The maintenance rates and terms and conditions may be added to the lease payments with mutual agreement of the parties.

#### (e) MONTHLY PAYMENTS:

(i) Prior to the placement of an order under this Special Item Number, the ordering activity and the Contractor must agree on a "base value" for the products to be leased. For Lease to Ownership (Capital Lease) the base value will be the contract purchase price (less any discounts). For Lease with Option to Own (Operating Lease), the base value will be the contract purchase price (less any discounts), less a mutually agreed upon residual value (pre-stated purchase option price at the conclusion of the lease) for the products. The residual value will be used in the calculation of the original lease payment, lease extension payments, and the purchase option price.

- (ii) To determine the initial lease term payment, the Contractor agrees to apply the negotiated lease factor to the agreed upon base value: <u>800 Basis Points</u>
  - For Example: Lease factor one (1) percent over the rate for the three year (or other term) Treasury Bill (T-bill) at the most current U. S. Treasury auction.
  - The lease payment may be calculated by using a programmed business calculator or by using "rate" functions provided in commercial computer spreadsheets.
- (iii) For any lease extension, the extension lease payment will be based on the original residual value, in lieu of the purchase price. The ordering activity and the Contractor shall agree on a new residual value based on the estimated fair market price at the end of the extension. The formula to determine the lease payment will be that in 5.b., above.
- (iv) The purchase option price will be the fair market value of the product or payment will be based upon the unamortized principle, as shown on the payment schedule as of the last payment prior to the date of transfer of ownership, whichever is less.
- (v) The point in time when monthly rates are established is subject to negotiation and evaluation at the order level.
- (vi) In the event the ordering activity desires, at any time, to acquire title to product leased hereunder, the ordering activity may make a one-time lump sum payment.

#### (f) LEASE END/DISCONTINUANCE OPTIONS

- (i) Upon the expiration of the Lease Term, Termination for Convenience, or Termination for Non- Appropriation, the ordering activity will return the Product to the Contractor unless the ordering activity by 30 days written notice elects either:
  - (1) to purchase the product for the residual value of the product, or
  - (2) to extend the term of the Lease, as mutually agreed. To compute the lease payment, the residual value from the preceding lease shall be the initial value of the leased product. A new residual value shall be negotiated for the extended lease and new lease payments shall be computed.
- (ii) Relocation The ordering activity may relocate products to another location within the ordering activity with prior written notice. No other transfer, including sublease, is permitted. ordering activity shall not assign, transfer or otherwise dispose of any products, or any interest therein, or crate or suffer any levy, lien or encumbrance then except those created for the benefit of Contractor or its assigns.

#### (iii) Returns

(1) Within fourteen (14) days after the date of expiration, non-renewal or termination of a lease, the ordering activity shall, at its own risk and expense, have the products packed for shipment in accordance with manufacturer's specifications and return the products to Contractor at the location specified by Contractor in the continental US, in the same

- condition as when delivered, ordinary wear and tear excepted. Any expenses necessary to return the products to good working order shall be at ordering activity's expense.
- (2) The Contractor shall conduct a timely inspection of the returned products and within 45 days of the return, assert a claim if the condition of the product exceeds normal wear and tear.
- (3) Product will be returned in accordance with the terms of the contract and in accordance with Contractor instruction.
- (4) With respect to software, the ordering activity shall state in writing to the Contractor that it has:
  - (i) deleted or disabled all files and copies of the software from the equipment on which it was installed;
  - (ii) returned all software documentation, training manuals, and physical media on which the software was delivered; and
  - (iii) has no ability to use the returned software.

#### (g) UPGRADES AND ADDITIONS

- (i) The ordering activity may affix or install any accessory, addition, upgrade, product or device on the product ("additions") provided that such additions:
  - (1) can be removed without causing material damage to the product;
  - (2) do not reduce the value of the product; and
  - (3) are obtained from or approved by the Contractor, and are not subject to the interest of any third party other than the Contractor.
- (ii) Any other additions may not be installed without the Contractor's prior written consent. At the end of the lease term, the ordering activity shall remove any additions which:
  - (1) were not leased from the Contractor, and
  - (2) are readily removable without causing material damage or impairment of the intended function, use, or value of the product, and restore the product to its original configuration.
- (iii) Any additions that are not so removable will become the Contractor's property (lien free).
- (iv) Leases of additions and upgrades must be co-terminus with that of the product.

#### (h) RISK OF LOSS OR DAMAGE

The ordering activity is relieved from all risk of loss or damage to the product during periods of transportation, installation, and during the entire time the product is in possession of the ordering activity, except when loss or damage is due to the fault or negligence of the ordering activity. The ordering activity shall assume risk of loss or damage to the product during relocation, (i.e., moving the product from one ordering activity location to another ordering activity location), unless the Contractor shall undertake such relocation.

#### (i) TITLE

During the lease term, product shall always remain the property of the Contractor. The ordering activity shall have no property right or interest in the product except as provided in this leasing agreement and shall hold the product subject and subordinate to the rights of the Contractor. Software and software licenses shall be deemed personal property. The ordering activity shall have no right or interest in the software and related documentation except as provided in the license and the lease. Upon the Commencement Date of the Lease Term, the ordering activity shall have an encumbered license to use the software for the Lease Term. The ordering activity's encumbered license rights in the software will be subject to the same rights as provided to a purchaser of a license under the terms of this contract except that the ordering activity will not have an unencumbered, paid-up license until it has made all lease payments for the full Lease Term in the case of a Lease To Ownership or has otherwise paid the applicable purchase option price.

#### (j) TAXES

The lease payments, purchase option prices, and interest rates identified herein exclude all state and local taxes levied on or measured by the contract or sales price of the product furnished hereunder. The ordering activity will be invoiced for any such taxes as Contractor receives such tax notices or assessments from the applicable local taxing authority. Pursuant to the provisions of FAR 52.229-1 State and Local Taxes, the ordering activity agrees to pay tax or provide evidence necessary to support an exemption from the tax.

#### (k) ADDITIONAL LEASE TERMS

Offeror may propose additional lease terms and conditions for billings, payments, and/or invoices, as long as they are consistent with the terms and conditions specified elsewhere.

INFORMATION TECHNOLOGY CATEGORY
IT HARDWARE SUBCATEGORY
SPECIAL ITEM NUMBER 33411
PURCHASE OF NEW ELECTRONIC EQUIPMENT

The equipment is self-installable.

INFORMATION TECHNOLOGY CATEGORY
IT HARDWARE SUBCATEGORY
SPECIAL ITEM NUMBER 811212
COMPUTER AND OFFICE MACHINE REPAIR AND MAINTENANCE

#### **Hardware Repair Service Order Terms**

#### (1) Service Areas

(a) The maintenance and/or repair service rates per the contract are applicable to any ordering activity locations within a 25 mile radius of the Contractor/Original Equipment Manufacturer (OEM) service points.. If any additional charge is to apply because of the greater distance

from the Contractor/OEM service locations, the mileage rate or other distance factor shall be negotiated at the Task Order level.

(b) When maintenance and/or repair services cannot be performed at the ordering activity installation site, the repair services will be performed at the Contractor's plant(s) listed below:

ePlus Technology, Inc. 13595 Dulles Technology Drive Herndon VA 20171 703-984-8400 (telephone) 703-984-8600 (facsimile)

#### (2) Loss or Damage

When the Contractor moves equipment to its location for repairs, the Contractor shall be responsible for any damage or loss, from the time the equipment is removed from the ordering activity installation, until the equipment is returned to such installation.

#### (3) Scope

- (a) The Contractor shall provide maintenance for all equipment listed herein, as requested by the ordering activity during the contract term. Repair service and repair parts/spare parts shall apply exclusively to the equipment types/models within the scope of the Information Technology Category.
- (b) Equipment placed under repair service shall be in good operating condition.
  - (i) In order to determine that the equipment is in good operating condition, the equipment shall be subject to inspection by the Contractor, without charge to the ordering activity.
  - (ii) Costs of any repairs performed for the purpose of placing the equipment in good operating condition shall be borne by the Contractor, if the equipment was under the Contractor/OEM guarantee/warranty or maintenance responsibility prior to the effective date of the maintenance order.
  - (iii) If the equipment was not under the Contractor/OEM responsibility, the costs necessary to place the equipment in proper operating condition are to be borne by the ordering activity, in accordance with the provisions of the contract.

#### (4) Responsibilities

- (a) For equipment not covered by a maintenance contract or warranty, repair service personnel shall complete repairs as soon as possible after notification by the ordering activity that service is required. Within the service areas, this repair service should normally be done within 4 hours after notification.
- (b) If the Ordering Activity task or delivery order specifies a factory authorized/certified service personnel then the Contractor is obligated to provide such a factory authorized/certified service personnel for the equipment to be repaired or serviced, unless otherwise agreed to in advance between the Ordering Activity and the Contractor.

#### (5) Repair Service Rate Provisions

- (a) Charges for repair service will include the labor charge, computed at the rates set forth below, for the time during which repairmen are actually engaged in work, and, when applicable, the charge for travel or transportation.
- (b) Multiple Machines: When repairs are ordered by the ordering activity on two or more machines located in one or more buildings within walking distance of each other, the charges will be computed from the time the repairman commences work on the first machine, until the work is completed on the last machine. The time required to go from one machine to another, or from one building to another, will be considered actual work performance, and chargeable to the ordering activity, provided the time consumed in going between machines (or buildings) is reasonable.

#### (c) At the Contractor/OEM's Facility

- (i) When equipment is returned to the Contractor/OEM's Facility for adjustments or repairs which are not covered by the guarantee/warranty provision, the cost of transportation, packing, etc. from the ordering activity location to the Contractor's plant, and return to the ordering activity location, shall be borne by the ordering activity.
- (ii) The ordering activity should not return defective equipment to the Contractor/OEM for adjustments and repairs or replacement without prior consultation and instruction.
- (d) At the Ordering Activity Location (Within Established Service Areas)
  - (i) When equipment is repaired at the ordering activity location, and repair service rates are established for service areas or zones, the listed rates are applicable to any ordering activity location within such service areas or zones. No extra charge, time, or expense will be allowed for travel or transportation of repairmen or machines to or from the ordering activity office; such overhead is included in the repair service rates.
- (e) At the Ordering Activity Location (Outside Established Service Areas)
  - (i) If repairs are to be made at the ordering activity location, and the location is outside the service area terms defined in the GSA Price list. Rates negotiated at the task order will apply.
  - (ii) When the overall travel charge computed at the above mileage rate is unreasonable (considering the time required for travel, actual and necessary transportation costs, and the allowable ordering activity per diem rate for each night the repairman is required to remain overnight at the ordering activity location), the ordering activity shall have the option of reimbursing the Contractor for actual costs, provided that the actual costs are reasonable and allowable. The Contractor shall furnish the ordering activity with a report of travel performed and related expenses incurred. The report shall include departure and arrival dates, times, and the applicable mode of travel.

#### (f) Labor Rates

- (i) Regular Hours: Contract rates shall entitle the ordering activity to repair service during the period 8:00 a.m. to 5:00 p.m., Monday through Friday, exclusive of holidays observed at the ordering activity location. There shall be no additional charge for repair service, which was requested during regular hours, but performed at the convenience of the Contractor outside the regular hours. Periods of less than one hour will be prorated to the nearest quarter hour.
- (ii) After Hours: Should the ordering activity require that service be performed outside of regular hours, charges for such service, if any, will be specified below. Periods of less than one hour will be prorated to the nearest quarter hour.
- (iii) Sundays and Holidays: When the ordering activity requires that repair service be performed on Sundays and Holidays observed at the ordering activity location, the Sundays and Holidays repair service rates shall apply, and will be specified below. Periods of less than one hour will be prorated to the nearest guarter hour.

#### **Repair Service Rates**

	Minimum Charge - Regular Hours	Hourly Rate - After Hours	Hourly Rate - Sunday and Holidays
Contractor's Facility	\$98.00	\$98.00	\$98.00
Ordering Activity Location (Within Established Service Areas)	\$98.00	\$250.00	\$250.00
Ordering Activity Location (Outside Established Service Areas)	Not Applicable	Not Applicable	Not Applicable

#### Repair Parts/Spare Parts Rate Provision

All parts, furnished as spares or as repair parts in connection with the repair of equipment, unless otherwise indicated in the GSA Price list shall be new, standard parts manufactured by the OEM. All parts shall be furnished at the prices indicated in the Contractor's current commercial pricelist at a discount of 10.0% from such listed prices.

All parts, furnished either as spares or repairs parts will be guaranteed/warranted for a period of 90 Days.

INFORMATION TECHNOLOGY CATEGORY
IT SERVICES SUBCATEGORY
SPECIAL ITEM NUMBER 54151S
INFORMATION TECHNOLOGY PROFESSIONAL SERVICES

There are no additional terms.

# MISCELLANEOUS CATEGORY COMPLIMENTARY SINS SUBCATEGORY SPECIAL ITEM NUMBER ANCILLARY ANCILLARY SUPPLIES AND SERVICES

There are no additional terms.

MISCELLANEOUS CATEGORY
COMPLIMENTARY SINS SUBCATEGORY
SPECIAL ITEM NUMBER OLM
ORDER-LEVEL MATERIALS

There are no additional terms.